

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W91BVV7071N078		PAGE 1 OF 57	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W911RX-07-T-0027	
6. SOLICITATION ISSUE DATE 04-Jun-2007		7. FOR SOLICITATION INFORMATION CALL:		a. NAME GARY R. PARKER		b. TELEPHONE NUMBER (No Collect Calls) 785-239-4589	
8. OFFER DUE DATE/LOCAL TIME 11:00 AM 25 Jun 2007		9. ISSUED BY ACA FORT RILEY DIRECTORATE OF CONTRACTING 7410 APENNINES DR FORT RILEY KS 66442 TEL: 785-239-9887 FAX: 785-239-1061		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 611699 SIZE STANDARD: \$6.5m		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO CODE		16. ADMINISTERED BY CODE			
SEE SCHEDULE							
17a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE					
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 57	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

NARRATIVE

A.1. Submit quotes, supporting data, and required submittals electronically to gary.r.parker@us.army.mil and copy furnish wilfredo.delatorre@us.army.mil

A.2. Questions and Clarifications: Submit questions or requests for clarification in writing (electronically preferred) to the E-addresses above.

A.2.1. Closing time for questions: Questions shall not be submitted for response after 18 June 2007 at 11:00 AM CST.

A.3. Purpose: This is a request for quote (RFQ) for services to be provided on Fort Riley, KS. If a contract is awarded, it will be a single awardee, commercial, requirements type of Indefinite Delivery/Indefinite Quantity (ID/IQ) contract consisting of a basic contract foundation and the issuing of task orders to perform specific actions.

A.3. Period of Performance: The ID/IQ basic contract's initial period of performance is from award to 30 September 2007. Provision is made for the possibility of exercising three, six month options for the continuation of ordering services and exercising the option to extend services.

A.4. Minimum Contract Value: The guaranteed minimum value for any resulting award of a basic contract is \$3,000 and is applicable ONLY to the base period of performance. When the sum of the dollars awarded (by task order during the base period) equals or exceeds the minimum guaranteed, the Government will consider the minimum value as being satisfied. There is no guaranteed minimum applicable to the basic contract during any option period. Funds will only be obligated on individual Task Orders.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Lead Instructor FFP Full time Lead Instructor/Project Manager. Primary Instructor for advanced and basic COIN class sessions. Performs continuous improvement of COIN class IAW the SOW and deliverable plans. Period of performance: Award thru 30 September 2007. FOB: Destination PURCHASE REQUEST NUMBER: W91BVV7071N078	2	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Advanced COIN Class Session FFP Estimate 4 additional sessions. Additional instructor teaching an advanced COIN class session. Price per class session (1 instructor x est. 24 hours of instruction). Period of performance: Award thru 30 September 2007. FOB: Destination	2	Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Basic COIN Class Session FFP Estimate 8 additional sessions. Additional instructor teaching a basic COIN class session. Price per class session (1 instructor x est. 8 hours of instruction). Period of performance: Award thru 30 September 2007. FOB: Destination	4	Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		6	Months		
OPTION	Lead Instructor FFP Full time Lead Instructor/Project Manager. Primary Instructor for advanced and basic COIN class sessions. Performs continuous improvement of COIN class IAW the SOW and deliverable plans. Period of performance: 1 Oct. 2007 thru 31 Mar. 2008 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		6	Each		
OPTION	Advanced COIN Class Session FFP Estimate 6 additional sessions. Additional instructor teaching an advanced COIN class session. Price per class session (1 instructor x est. 24 hours of instruction). Period of performance: 1 Oct. 2007 thru 31 Mar. 2008. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Basic COIN Class Session FFP Estimate 12 additional sessions. Additional instructor teaching a basic COIN class session. Price per class session (1 instructor x est. 8 hours of instruction). Period of performance: 1 Oct. 2007 thru 31 Mar. 2008. FOB: Destination	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Contractor Manpower Reporting FFP 01 Oct. thru 31 Oct. 2007- This is a ONE time reporting annual requirement for SERVICE CONTRACTS ONLY. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractor shall visit the web site at: https://cmra.army.mil . The cost of this reporting system is the result of the Contractor's costs completion of the report. This mandatory reporting shall be completed upon award of the contract. Contractor(s) will receive immediate email confirmation when they input their data into the Contractor Manpower Reporting system. NOTE: Contractor will be paid upon submission of report and provision of proof of said submission to be determined by the Government. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		6	Months		
OPTION	Lead Instructor FFP Full time Lead Instructor/Project Manager. Primary Instructor for advanced and basic COIN class sessions. Performs continuous improvement of COIN class IAW the SOW and deliverable plans. Period of performance: 1 Apr. 2008 thru 30 Sept. 2008 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		6	Each		
OPTION	Advanced COIN Class Session FFP Estimate 6 additional sessions. Additional instructor teaching an advanced COIN class session. Price per class session (1 instructor x est. 24 hours of instruction). Period of performance: 1 Apr. 2008 thru 30 Sept. 2008. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Basic COIN Class Session FFP Estimate 12 additional sessions. Additional instructor teaching a basic COIN class session. Price per class session (1 instructor x est. 8 hours of instruction). Period of performance: 1 Apr. 2008 thru 30 Sept. 2008. FOB: Destination	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Contractor Manpower Reporting FFP 01 Oct. thru 31 Oct. 2008- This is a ONE time reporting annual requirement for SERVICE CONTRACTS ONLY. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractor shall visit the web site at: https://cmra.army.mil . The cost of this reporting system is the result of the Contractor's costs completion of the report. This mandatory reporting shall be completed upon award of the contract. Contractor(s) will receive immediate email confirmation when they input their data into the Contractor Manpower Reporting system. NOTE: Contractor will be paid upon submission of report and provision of proof of said submission to be determined by the Government. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		6	Months		
OPTION	Lead Instructor FFP Full time Lead Instructor/Project Manager. Primary Instructor for advanced and basic COIN class sessions. Performs continuous improvement of COIN class IAW the SOW and deliverable plans. Period of performance: 1 Oct. 2008 thru 31 Mar. 2009. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		6	Each		
OPTION	Advanced COIN Class Session FFP Estimate 6 additional sessions. Additional instructor teaching an advanced COIN class session. Price per class session (1 instructor x est. 24 hours of instruction). Period of performance: 1 Oct. 2008 thru 31 Mar. 2009. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Basic COIN Class Session FFP Estimate 12 additional sessions. Additional instructor teaching a basic COIN class session. Price per class session (1 instructor x est. 8 hours of instruction). Period of performance: 1 Oct. 2008 thru 31 Mar. 2009. FOB: Destination	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 OPTION	Contractor Manpower Reporting FFP 01 Apr. thru 30 Apr. 2009- This is a ONE time reporting annual requirement for SERVICE CONTRACTS ONLY. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractor shall visit the web site at: https://cmra.army.mil . The cost of this reporting system is the result of the Contractor's costs completion of the report. This mandatory reporting shall be completed upon award of the contract. Contractor(s) will receive immediate email confirmation when they input their data into the Contractor Manpower Reporting system. NOTE: Contractor will be paid upon submission of report and provision of proof of said submission to be determined by the Government. FOB: Destination	1	Each		

NET AMT

STATEMENT OF WORK

STATEMENT OF WORK (SOW)
Counterinsurgency Instructor (COIN I)
in support of
OPERATION IRAQI FREEDOM (OIF) and

OPERATION ENDURING FREEDOM (OEF)

1. SCOPE: The project consists of furnishing all management, labor, equipment, materials, and transportation necessary to perform Counterinsurgency Training at Fort Riley, Kansas in support of various military units undergoing pre-deployment training. It is expected that all aspects of the training will exist in a dynamic, evolutionary, and adaptive environment. Contractor's continuous improvement of (or additions to) the processes, contents, and tasks is expected, so as to increase the overall effectiveness of the project. The performance goal is effective, efficient, fast reacting, and flexible training that meets the Government's needs as those needs develop over the life of this basic contract.

1.1. The nature of the work requires the contractor to:

1.1.1. Use flexible/innovative employment and scheduling techniques to minimize cost and maximize performance outcomes.

1.1.2 Execute innovative management strategies that effectively/efficiently meet or beat delivery schedules, control cost growth, enhance support, plan for contingencies, and assure quality.

1.1.3 Adapt to varying workload requirements.

1.1.4 Respond to short notification calls to perform high priority work requirements.

1.1.5 Adapt to less than optimal working conditions and resources.

2. LOCATION: The project site of the required Counterinsurgency Training (COIN) is Fort Riley, Kansas.

3. BACKGROUND: Counterinsurgency operations Program of Instruction (POI) will be based on FM 3-24, the COIN Center for Excellence and Lessons Learned from Operation Iraqi Freedom (OIF) and Operation Enduring Freedom (OEF). COIN instruction will encompass both OIF & OEF operational environments.

3.1. Advanced COIN: Contractor shall teach the approximate throughput of 12 soldiers per Instructor per 8 hour work day (three days total equals one session) in accordance with the Advanced COIN Training Schedule Calendar.

3.2. Basic COIN: Contractor shall teach the approximate throughput of 50 soldiers per instructor, per 8 hour work day (one day total equals one session) in accordance with the Basic COIN Training Schedule Calendar.

4. COURSE AND TASKS OVERVIEW: The Counterinsurgency Training course and tasks will consist of training taught in a classroom, or other austere environment, which is organized as indicated below.

4.1. Overview of the Basic Counterinsurgency Training.

- * Classroom instructions

- * Small group practical exercise (PE) and briefings

- * Terminal Learning Objectives:

- * Overview

- * Fundamentals of Insurgency

- * COIN Fundamentals

- * Fundamentals of COIN Targeting: Population Need, Security, and Civil Military Operations (CMO)

- * Intelligence Preparation of the Battlefield (IPB) in COIN

- * Areas, Structure, Capabilities, Organizations, People, and

- Events (ASCOPE) Brief

- * Local Human Intelligence (HUMINT)

- * Military Decision Making Process (MDMP) in COIN
- * Open Discussion
- * After Action Review (AAR)

4.1.1.1. Overview

****NOTE:** The stated hours of classroom instruction line (as immediately indicated below this NOTE) showing class time for Basic and Advanced training is for solicitation response preparation purposes only. Latitude to provide a performance based solution other than this fixed schedule may be provided to or requested of the contractor within the constraints of the other requirements, and total time to complete a class session (session is defined as in 3.1. and 3.2.) is fixed.

- * 0.5 hour of classroom instruction
- * Enabling Learning Objective: To provide the Training Team personnel an overview of course.

4.1.1.2. Fundamentals of Insurgency.

- * 1.0 hour of classroom instruction
- * Enabling Learning Objectives:
 - * Prerequisites to Insurgency
 - * Dynamic of an Insurgency
 - * Phases of an Insurgency
 - * Typical Insurgent Strategies
 - * How to gain support

4.1.1.3. COIN Fundamentals

- * 1.0 hour of classroom instructions
- * 1.0 hour of Small Group PE & briefings
- * Enabling Learning Objective
 - Changing the mindset
 - * Framing the COIN environment
 - * Threat Environment
 - * ASCOPE (Area, Structures, Capabilities, Organizations, People, and Events)
 - * Principles of successful COIN
 - * COIN Function
 - * Support of the People
 - * Population and Culture
 - * Leadership and Institutions
 - * Refugees and Ethnic Groups
 - * Social Structure and Customs
 - * Infrastructure

4.1.1.4. Basic Fundamental COIN Targeting: Population Needs, Security, and Civil Military Operations (CMO)

- * 1.0 hour of classroom instruction
- * Enabling Learning Objectives:
 - * Types of Targeting
 - * Personalities
 - * Areas
 - * Population Needs
 - * Population and Resources Controls

- * Control Programs
- * Security
- * CMO
 - * Objectives
 - * Principles
 - * Criteria of Success

4.1.5. Intelligence Preparation of the Battlefield (IPB) in COIN with focus on local HUMINT

- * 1 hour of classroom instruction
- * Enabling Learning Objectives:
 - * Pre-deployment IPB
 - * Define the Operational Environment
 - * Describe the effects of the environment
 - * Civil Consideration (Areas, Structures, Capabilities, Organizations, People, and Events - ASCOPE)
 - * Terrain Analysis with emphasis on complex of terrain, suburban and urban terrain, key infrastructure, and lines of communication
 - * Weather Analysis with attention given to the weather's effects on activities of the population, such as agriculture, smuggling, or insurgent actions.
 - * Evaluate the Threat
 - * Determine threat courses of action
 - * Types of contacts for local HUMINT
 - * Troops Interactions with local Pop
 - * Habitual Relationships
 - * Walk-Ins, One-Time Contacts, Tips
 - * Detainees, Defectors, and Tactical Questions
 - * Sources of HUMINT

4.1.6. MDMP in COIN

- * 1.0 hours in classroom instructions
- * Enabling Learning Objective: Train Team personnel on mentoring and instructing their Host Nations Counterparts in performance of the MDMP and Iraqi Combat Estimate.

4.1.7. Open Discussion

- * 1.0 hour in classroom instruction
- * Enabling Learning Objective: To allow team personnel discuss and ask questions on COIN

4.1.8. After Action Review (AAR)

- * 0.5 hour of in classroom AAR
- * Enabling Learning Objective: To allow team personnel to express their views on the class in order to assist the TAC in preparing POIs.
- * Submit composite AARs to TAC at the conclusion of the course.

4.2. Overview of the Advanced Counterinsurgency Training.

- * Classroom instructions
- * Small group practical exercise (PE) and briefings
- * Terminal Learning Objectives:

- * Overview
- * Historical Principles and COIN Imperatives
- * COIN Fundamentals
- * COIN Targeting: Population Need, Security, and CMO
- * IO in COIN
- * Areas, Structure, Capabilities, Organizations, People, and Events (ASCOPE) Brief
- * Open Discussion
- * After Action Review (AAR)

4.2.1. Overview

- * 0.5 hour of classroom instruction
- * Enabling Learning Objective: To provide the Training Team personnel an overview of course.

4.2.2. Historical Principles and COIN Imperatives

- * 2.0 hour of classroom instruction
- * 1.5 hours of Small Group PE (Prep of Case Study of failures & successful)
- * 2.5 hours of Small Group Briefs and Discussion of failure and successful case study)
- * Enabling Learning Objective
 - * Elements of the Insurgency
 - * Leadership
 - * Combatants (main forces, regional forces, local forces)
 - * Cadre (local political leaders that are so called the militants)
 - * Mass base (bulk of the membership)
 - * Insurgent Doctrine
 - * Mass mobilization
 - * Armed Action
 - * Dynamics of Insurgency
 - * Leadership
 - * Ideology
 - * Objective
 - * Environment and geography
 - * External support
 - * Phasing and timing
 - * Origins and Causes
 - * Use Measured Force
 - * Learn and Adapt
 - * Empower the Lowest Levels
 - * Support the Host Nation

4.2.3. Civil Military Operations (CMO)

- * 2 hours of classroom instruction
- * 2 hours of Small Group PE with emphasis on ASCOPE
- * 2 Hours of Small Group PE Briefs
- * Enabling Learning Objectives:
 - * CMO
 - * Objectives
 - * Principles
 - * Criteria of Success
 - * CMO Estimates (ASCOPE)
 - * Define Areas
 - * Define Structures

- * Define Capabilities
- * Define Organizations
- * Define People
- * Define Events
- * CMO Assessment Checklist

4.2.4. COIN Targeting

- * 1 hour of classroom instructions
- * 1 hour of Small Group PE & Briefing
- * Enabling Learning Objectives:
 - * Types of Targeting
 - * Personalities
 - * Areas

4.2.5. COIN Planning

- * 2 hours of classroom instruction
- * 2 hours of Small Group PE and Briefing
- * Enabling Learning Objectives:
 - * MDMP
 - * IPB with emphasis of HUMINT
 - * Admin & Log Reviews
 - * IO in COIN
 - * Fundamentals of Information Operations in COIN
 - * Information Operation Officer
 - * Information Operations Planning
 - * Insurgent IO-Related Capabilities
 - * Countering Insurgents Information Operations

4.2.6. Open Discussion

- * 1 hour in classroom instruction
- * Enabling Learning Objective: To allow team personnel discuss and ask questions on COIN.

4.2.7. After Action Review (AAR)

- * 1 hour of in classroom AAR
- * Enabling Learning Objective: To allow team personnel to express their views on the class in order to assist the TAC in preparing POIs.
- * Submit composite AARs to TAC at the conclusion of the course

4.3. The course will consist of training taught in a classroom or other austere environment.

4.4. All soldiers will be taught Counterinsurgency, and classes/PE and briefings will be conducted in accordance with the Basic and Advanced COIN Training Schedule. Enclosure 1 is provided as an example for solicitation quote construction purposes.

5. CONTRACTOR RESPONSIBILITIES. The contractor shall provide classroom instruction on both Basic and Advanced Counterinsurgency (COIN) to Fort Riley Military Transition Teams (MTTs) in accordance with paragraph 4 above and Enclosure 1, Basic and Advanced COIN Training Schedule. However, the contractor shall be flexible and be prepared for the possibility for extension of the training.

5.1. PLANS: The contractor shall prepare and submit the following plans for acceptance by the Technical Point of Contact (TPOC). The plans shall be submitted to the TPOC no later than the 10th working day after the contract award date. If accepted, the contractor shall operate within the plans. If rejected, the contractor shall revise the rejected plan/s and resubmit for acceptance within 10 working days from the date of rejection. If the contractor desires to change any accepted plan/s, the revised plan will be submitted to the TPOC for acceptance. No revised plan shall be implemented until it has been accepted by the TPOC.

5.1.1. Technical Plan. The plan shall describe, in detail, the contractor's approach in managing the training of the military transition teams in accordance with the scheduled training events of the execution matrix. The Technical Plan will incorporate planning factors determined by the Government prior to execution. Planning factors will include but not be limited to: projected amount of time allotted for training; projected number of Service members to be trained; projected dates of training.

5.1.2. Management Plan. The plan shall describe, in detail, the contractor's approach used in coordinating the accomplishment of all the task requirements. The plan shall identify all contractor and sub-contractor key personnel, including the overall project site manager, by name and qualifications (any experience with Army training; COIN training).

5.2. Key Personnel.

5.2.1. The contractor shall establish a management structure consisting of the following positions: 1 Project Manager (PM)/Lead Instructor (full-time position; full-time is defined as normal 6 day work week, 8 hours per day) and additional Instructor/s (as required). Responsibilities for specific tasks are outlined below.

5.2.1.1. The Lead Instructor shall be in overall charge of other provided instructors and responsible for ensuring the COIN Training is conducted in accordance with the terms and conditions of this contract, the approved Technical and Management plans, the schedule execution matrix and the statement of work or performance work statement that are provided with each individual task order. In addition, the Lead Instructor shall be responsible for the supervision and replacement of any contractor provided instructors. The Lead Instructor shall be on-site (at Fort Riley, KS) during the execution of any task order period of performance. The Lead instructor shall have delegated authority to respond to requests and/or implement change orders upon receipt from the Contracting Officer (KO) or designate.

5.2.1.2. The Lead Instructor shall conduct research to improve the counterinsurgency training lesson content, syllabi, materials, and to ensure the COIN training provided remains relevant, focused, and serves to educate students. Other required functions performed by the Lead Instructor include, but are not limited to, observation, critique, correction and/or reinforcement of lessons during counterinsurgency exercises, and use of the "AARs", observations, and lessons learned input to improve the COIN training lesson content and syllabi.

5.2.1.3. Employee List: The contractor shall prepare a detailed list of contractor employees performing on this contract. The list shall be provided to the TPOC and KO no later than 10 working days after award of the basic ID/IQ contract.

5.2.1.3.1. Employee List Changes: The contractor shall provide an updated list whenever there is an addition or deletion from the Employee List. The contractor shall provide the updated list to the TPOC and KO within 1 working day of the change.

5.2.2. Qualifications and Experience: The Government prefers that the PM/Lead Instructor has the following qualifications: Military Education Level 4 or better, Former Battalion Commander or Transition Team leadership experience, possess Master's Degree, the PM/Lead Instructor shall have recent (within 2 years of this solicitation closing date and relevant to this solicitation) COIN, OIF and/or OEF experience. The Additional Instructors shall have the following qualifications: Operational and advisory experience in OIF and/or OEF, Government prefers at the level of senior NCO or higher. All instructors shall be COIN Academy certified.

5.2.2.1. GOVERNMENT TRAINING: The Government may periodically provide in-service training to Contractor personnel on a space available basis. The Contractor shall submit to the Contracting Officer a written request for space for Contractor personnel attendance. The Contractor shall be responsible for cost of all mandatory and currency training requirements including but not limited to tuition, travel, per-diem, professional license, and testing fees pursuant to this contract.

5.2.2.2. COIN ACADEMY: If a sufficient number of qualified instructor candidates with COIN certification cannot be hired to meet Government's requirements, the Government may provide access to COIN seminars (currently three day duration) at Fort Leavenworth, KS for certification purposes. Any such access shall be at no additional cost to the Government over and above the contractor's quoted firm fixed-prices for established CLINs.

5.2.3. Instructor Responsibilities: Instructors shall be required to be in the Classroom to provide instruction and assistance on issues regarding aspects of Counterinsurgency Training. Instructors are responsible for preparing the training. Instructors are responsible for preparing and distributing class and training materials to the students. After completion of the training, Instructors are responsible for the security and accountability of all training materials.

5.2.3.1. The PM/Instructors shall provide COIN training in accordance with paragraph 4 above and to the Basic and Advanced COIN Training Schedule.

5.2.3.2. The PM/Instructors shall be knowledgeable of all reading and instructional materials being used to train the MTT members and they shall train in accordance with the COIN Center of Excellence, Center for Lessons Learned and Combined Arms Center at Fort Leavenworth, KS information.

5.2.4. AARs: After completion of the classroom instructions, PEs, briefings, and open discussion, the contractor shall conduct an After Action Review (AAR) and provide a composite of AARs to the Technical Point of Contact.

5.3. PERFORMANCE: Expected performance outcomes for all task orders issued against this basic contract include, but are not limited to, the following.

- A) Instructors on time/in place:
- B) Instructors prepared, relevant and challenging.

C) TT members receive a complete presentation of the Counterinsurgency Training, its application to the affected region, and the opportunity to understand how Counterinsurgency affects the advisory mission.

D) No material, substantiated adverse After Action (AA) review comments which reflect a repeated failure to provide training in accordance with this Statement of work and A-C immediately above.

5.4. RAPIDGate Program Information: *RAPIDGate* is a standardized entry protocol which will begin at Fort Riley, Kansas on 02 Apr 2007. The following information regarding the *RAPIDGate* program is provided for informational purposes only as the program is voluntary on the part of a contractor. The *RAPIDGate* Program will cost the contractor to participate; the Government will not reimburse the contractor for the cost. This is a program under which the contractor's employees will submit to a screening process, and after verification that the individual is either a U.S. citizen or is legally eligible to work in the United States, the employee will be issued a personalized identification badge that will allow the employee to enter Fort Riley through all gates without having to undergo further security screening. Contractors and vendors without *RAPIDGate* passes will be required to enter through the 12th Street Gate Monday - Friday, 0530 - 1400 and Henry Gate after those hours. The *RAPIDGate* identification badge will be valid for a period of twelve (12) months. If a contractor chooses not to participate, it may submit for passes which will be issued for no more than 30 days at a time. To learn more about or to enroll in the *RAPIDGate* program, call 1-877- *RAPIDGate* (1-877-727-4342).

5.5. Identification Badges (ID). All contractor and sub-contractor personnel shall wear identification badges while on Fort Riley, provided by the contractor at contractor expense. As a minimum, the ID badge will be laminated (3" x 5") with the employee photograph, full name of the employee, and contractor or sub-contractor, name, address, phone number, and the appropriate contract title with the Contract Number.

5.6. Installation Access. The contractor shall either request an access pass or properly register their vehicles with Post Vehicle Registration to get approval to drive on post. Contractor personnel must have the following items when registering and driving on post: a valid state driver's license, current vehicle registration and proof of state insurance card. Passenger(s) in any of the vehicles will be required to show a valid photo ID/State drivers license to enter the installation.

5.7. Meals/Lodging/Transportation. The contractor shall be responsible for all contractor personnel meals, lodging, and transportation during performance of this contract, at no additional cost to the Government.

5.8. Handout Materials. The contractor shall provide copies of study and reading materials to the students. The Government will supply the handouts- the contractor shall coordinate/assist in handout production (using Government assets, e.g. paper/copier).

5.9. Computers. The contractor shall provide all computers and other associated equipment it deems necessary to perform the contract.

5.9.1. The contractor shall ensure that all computers/equipment used have been validated and accredited by DOIM Security on Fort Riley.

5.9.2. The contractor shall be responsible for coordinating with DOIM Security at (785) 239-2291 and completing all of the DOIM requirements prior to conducting COIN training with applicable contractor provided property.

5.10. Projector/Proxima. The contractor shall provide all of the projectors/Proxima they deem necessary to perform the contract.

5.11. Internet/Telephone connection/Local Area Network (LAN): The contractor shall make provision for any Internet service connection, LAN, and/or wired telephone service (if needed) for their own internal business operations. The Government LAN, any Government computer, and Government telephones (if provided) shall not be used for conducting any contractor internal business process. No privately or company owned computer or related equipment shall ever be connected to the Government's LAN without prior KO approval.

6. GOVERNMENT FURNISHED PROPERTY: The Government will furnish the basic course materials and necessary student handout items required. The Government may provide additional support and/or services that enhance the training during the performance of the individual task order contract.

6.2. Facilities. When available, the Government will provide access to classrooms, (up to 4 (four)), for instruction. When all or some classrooms are not available, other more austere locations will be designated and access provided. The contractor is not authorized to make any modification to any facility.

6.3. COIN Academy Material. The Government will supply the COIN training package.

7. Contractor Manpower Reporting Requirement:

Accounting for Contract Services - 4 October 2006

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. Due to new security restrictions, all users will have to re-register on the new website even if previously registered on a previous version of CMRA. The registration process is illustrated in the new User's Manual on the new 3.0 website. **The contractor will be required to complete all the required information in the format below by using this hyperlink: <https://cmra.army.mil>.** The required information format includes:

1. Contractor, Requiring Activity, PARC, CO, COR/COTR.
(Note: Select contractor as your profile)
2. Contract number, including task and delivery order number.
3. Beginning and ending dates covered by reporting period.
4. Contractor name, address, phone number, e-mail address, identity of contractor employee entering data.
5. Estimated direct labor hours (including sub-contractors).
6. Estimated direct labor dollars paid this reporting period (including sub-contractors).

7. Total payments (including sub-contractors).
8. Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different).
9. Estimated data collection cost.
10. Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information).
11. Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website).
12. Presence of deployment or contingency contract language.
13. Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement.

Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

The cost of this reporting system is the contractor's incurred cost to complete the report. **This mandatory reporting shall be completed within 30 days after award of the contract and as above. Exception: If contract performance ends prior to 30 September, the contractor shall complete the final report within 30 days of the end of contract performance. Contractor will receive immediate email confirmation when they input their data into the contractor Manpower Reporting system.**

Contractor will be paid upon submission of report and provision of proof of said submission to be determined by the Government.
(end of clause)

8. Deliveries: Specific delivery instructions will be inserted into each individual task order.

9. Contract administration will be performed by the U.S. Army Contracting Agency/DOC, Fort Riley, KS.

10. CONTRACTOR PROPERTY. The Government will not be responsible for damage or loss of the Contractor's supplies, materials, vehicles, equipment, or for any contractor employee's personal belongings.

11. MAINTENANCE AND REPAIR OF CONTRACTOR-OWNED EQUIPMENT. The contractor shall maintain and repair contractor-owned equipment. Contractor-furnished property, vehicles, or equipment that are inoperable or unserviceable for whatever reason, including failure to meet federal, state, or local safety requirements, shall be removed from the installation within 24 hours after failure unless otherwise authorized by the Contracting Officer or a designated representative. The requirement to remove such equipment shall not be cause for the contractor to reduce service or performance.

12. REMOVAL OF CONTRACTOR-FURNISHED ITEMS. Upon completion or termination of this contract, the contractor shall remove from Fort Riley premises all contractor-owned vehicles, equipment, tools, supplies, materials and other items. If the contractor does not remove contractor-owned items within thirty (30) days after the conclusion of the contract, the Government will deliver the items to the Defense Reutilization and Marketing Office (DRMO) for disposal at Contractor's cost.

13. Installation Access. All contractor furnished vehicles and equipment must enter the installation through the authorized access points to Ft. Riley and enter Camp Funston via the main access road. Vehicle passes will be issued to vehicle and equipment operators provided they possess an applicable operator class valid state drivers license, current vehicle registration and proof of insurance card. Passenger(s) in any of the vehicles and/or equipment will be required to show a valid photo ID/State drivers license to enter the installation.

14. Vehicle Registration. Motor vehicles entering Fort Riley, Kansas shall have a valid state registration, license, and liability insurance meeting the requirements of the state of Kansas or this contract (whichever is higher coverage). Contractor and contractor personnel shall comply with Ft Riley Regulation 190-5, Traffic Supervision and Installation Traffic Codes, for the registration of contractor owned vehicles and shall ensure that their employees comply with Ft Riley Regulation 190-5 for the registration of privately owned vehicles.

15. Contractor Vehicle Operation. Contractor personnel operating vehicles on Ft Riley shall have all necessary operators' licenses for the category of vehicles being operated and shall comply with applicable local, state, and federal laws and AR 600-55.

16. Vehicle Identification. All contractor and Sub-contractor owned vehicles and equipment shall bear the contractor or Sub-contractor's Name or Logo while working on Fort Riley. As a minimum, Names or Logos shall be applied to both sides of the vehicles and equipment.

17. Insurance. Before commencing on-site operations, the contractor shall provide the Contracting Officer evidence of the following minimum insurance coverage. All coverage shall be maintained throughout the contract period. All subcontracts shall provide the same coverage.

a. Statutory worker's compensation and employer's liability insurance: \$100,000 or as prescribed by **Kansas**, whichever is greater.

b. General liability - Bodily injury liability insurance: \$500,000 per occurrence.

c. Vehicle liability (comprehensive): \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property

damage. Bodily injury liability and property damage liability shall cover the operation of all automobiles, trucks, vehicles and other mobile equipment used in connection with the performance of the contract.

18. Parking. The contractor shall not allow privately owned vehicles (POV's) in Storage and Distribution facility areas, Ammunition Supply Point storage, Military Equipment parking areas, or other restricted areas. POV's shall be parked only in approved POV parking areas.

19. Personnel. The contractor shall provide qualified personnel that possess the skills, knowledge, abilities, and training to satisfactorily perform the services required by this contract. Personnel performing work under this contract shall remain employees of the contractor and will not be considered employees of the Government. The contractor shall maintain records of employees' qualifications, security clearances, certifications, mandatory training, and licenses, as appropriate, in a common area on Ft. Riley and those records shall be provided for inspection upon request, during any normal business hours. Copies of these records shall be provided to the Contracting Officer or designate within one (1) business day, upon request. Contractor employees shall not sign any memoranda or other documents which in any way imply that they are making a decision on behalf of the Government.

19.1. Identification of contractor personnel and acknowledgment of contractor participation: Contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public, service, the Congress, etc., that they are Government officials. Contractor-produced written or graphic work products shall be marked to clearly identify they are contractor produced work products. Contractor personnel sending e-mail messages on Government provided systems, or while performing on this contract, shall include the company name together with the person's name and telephone number.

19.2. RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR AND CONTRACTOR PERSONNEL:

a. The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services, and the parties recognize and agree that no employer-employee or master servant relationship exists or will exist under the contract between the Government and the contractor and/or between the Government and the Contractor's personnel. The contractor personnel shall be responsible, not to the Government, but solely to the contractor, who, in turn, shall be accountable to the Government.

b. The Government will not exercise any supervision or control over contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a Federal Officer, military or civilian, in connection with performance under this contract.

c. Rules, regulations, directives, and requirements which are issued during the contract term by Department of Army and local Provost Marshal activities under their responsibility for law and order, administration and security on the installation shall be applicable to all contractor personnel or representatives who enter the installation, or who travel on Government transportation. This requirement shall not be construed or interpreted to establish any degree of Government control which is consistent with the intent

of a personal services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the installation does not violate these requirements. No employee will be permitted on the installation when such a check reveals that his presence would be detrimental to the security of the installation or the accomplishment of work. When directed by the Contracting Officer, the contractor shall remove any employee from an assignment to perform services under this contract for reasons of misconduct or breaches of security in connection with his or her employment. Removal of an employee does not relieve the contractor of its responsibility to perform the requirements to the schedule specified within this contract and any subsequent task order. In other instances, the contractor shall take appropriate personnel action as required in the event of employee misconduct in connection with his or her employment.

d. The services to be performed under this contract shall not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government; rather, the Contractor's employees shall act and exercise personal judgment and discretion on behalf of the contractor.

e. Contractor and contractor personnel shall not be considered employees of the Federal Government and shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded federal employees.

20. Conflict of interest/prohibited employees. The contractor shall not employ off-duty Contracting Officer's Representatives (COR), Contracting Officer's Technical Representative (COTR), or Quality Assurance Evaluators (QAE), nor any other person who is an employee of the United States Government or the Department of Defense, either military or civilian, if such employment would create a conflict of interest or be contrary to the policies contained in:

1. DOD 5500.7-R as listed in Section C.6 of this work statement
2. Standards of Ethical Conduct for Employees of the Executive Branch (5 CFR Part 2635) and implementing regulations of the DOD
3. Any former officer of the United States Government, if such employment would be in violation of law or the Post Employment Conflict of Interest Restrictions at 5 CFR 2641 and implementing regulations of the DOD and the Department of the Army.

The contractor shall not employ any person who is a current employee of the Department of Defense, unless such person receives prior approval in writing from the SJA Ethics Advisor and their direct supervisor. The contractor shall not employ any relative of the Government military or civilian personnel who have either direct or indirect association with the awarding or administration of the contract.

21. Compliance with immigration laws: The contractor shall warrant that, in the performance of its obligation under this Agreement, that all goods and/or services to be furnished hereunder will be manufactured and/or furnished by the contractor and/or its sub-contractors in compliance with all applicable Federal, state and local laws, executive orders, rules and regulations. These include, but are not limited to, the immigration laws of the United States. Contractor's employees shall be citizens of the United States, or shall be resident aliens with appropriate permissions and documentation to work in the United States.

The contractor shall indemnify and hold the Government harmless to the full extent of any loss, damage, or expense incurred by the Government resulting from violation by the contractor or its lower tier sub-contractors of any federal, state, or local law or regulation.

Delay resulting from violation will not be considered excusable delay as may be provided for elsewhere in this agreement. Delay resulting from violation shall not relieve the contractor from their responsibility to deliver as agreed to. Corrective actions shall not result in additional cost to the Government. Where correction of goods or services will not satisfy the Government requirement, consideration shall be provided to the Government.

22. CONDUCT OF PERSONNEL. The Contracting Officer may require the contractor to remove from the job site any employee working under this contract for reasons of misconduct, security, or found to be or suspected to be under the influence of alcohol, drugs, or other incapacitating agent. Contractor employees shall be subject to removal from the installation upon determination by the Contracting Officer, with input from Army Commands/Directorates/COR/COTR/QAE/etc., that such action is necessary and in the interests of the Government. In accordance with 18 U.S.C. 1382 (1972), the installation commander has the authority to bar individuals from the installation. The removal of any contractor employee from the job site or the installation shall not relieve the contractor of the requirement to provide sufficient qualified personnel to perform the services as required by this contract, or any subsequent task order.

23. Security requirements/search and seizure: Contractor personnel or any representative of the contractor entering Fort Riley, Kansas shall abide by all security regulations to include the Lautenberg Amendment and shall be subject to security checks in accordance with applicable Fort Riley regulations and directives. Contractor personnel and property shall be subject to search and seizure upon entering, leaving, and while on Fort Riley, Kansas in accordance with AR 190-22.

24. Personnel security clearances. As part of their quote package the contractor shall provide a copy of its Secret Level Corporate security clearance and the names and position titles of key corporate personnel possessing a Secret, or higher, security clearance. All contractor personnel serving on this contract shall obtain and maintain at least a Secret level security clearance, at no cost to the Government. All contractor personnel shall comply with the applicable clauses of this contract. Personnel identified as requiring a clearance shall obtain and maintain the identified clearance (or interim clearance) prior to the task order start date, to perform the tasks specified in the task order. Contractor personnel who have not received required security (or interim) clearances shall not be allowed to perform work on this contract. The revocation or suspension of a security clearance shall result in the employee or contractor (if the facility clearance) being immediately removed from further contract performance and the KO shall be notified of any revocation/suspension immediately. The contractor shall comply with DOD 5220.22M (Industrial Security Manual for Safeguarding Classified Information), DOD Regulation 5220.22R (Industrial Security Program), DoD 5200.2-R, DoD Personnel Security Program and AR 380-67, Personnel Security Program, as applicable.

25. Not Used.

26. Not Used.

27. Personnel security standards. Contractor employees requiring access to Government Automated Information Systems will receive on-line, self paced automation security training provided by the Government and will successfully complete a security investigation meeting the standards of AR 380-67, Chapter 2, and AR 25-2, Section V, Personnel Security 4-14, prior to receiving a Local

Area Network password and access. The contractor is responsible for monitoring their employees and for compliance with AR 380-67, Chapter 9.

28. Personal appearance. Contractor personnel working under this contract shall practice personal hygiene and maintain a clean and neat appearance. When reporting for work, attire shall be appropriate for the applicable professional work environment, clean, neat and devoid of rips, tears, and holes. For safety reasons, there shall be no wearing of open toe shoes, footwear shall comply with mission and OSHA requirements. The wearing of military attire, clothing closely resembling military attire, or military accoutrements by Contract employees is prohibited during duty hours unless specified by the individual task order. Personnel wearing specified military clothing and equipment shall comply with military regulations governing the method and appearance standards for wear and shall not bear any logos, pins, adornment, or organizational patches/insignia not authorized by the Contracting Officer.

29. Alternate disputes resolution: In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990 (ADR Act), Public Law 101-552 and FAR Clause 52.233-1, Subparagraph (d) (2) (1) (B) (2), the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of both parties. Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable, in accordance with the authority and requirements of the ADR Act.

30. Contract discrepancy reports (CDRs). If any aspect of performance does not conform to the requirements of this contract or subsequent task orders, the Government has the right to issue to the contractor a CDR. The contractor shall explain in writing why performance was not in conformity with the requirements of this contract, how performance will be returned to conformity, and how recurrence of the problem will be prevented in the future. The contractor shall complete and return the CDR to the Contracting Officer within five (5) workdays after receipt.

31. Meetings. The contractor shall attend and participate in meetings when directed by the Contracting Officer or a designated representative. The Contracting Officer or a designated representative will notify the contractor of the date, time, and place of each meeting.

32. Government observations. The contractor shall provide access to Government-owned, contractor-operated facilities for contractor observation or inspection by any agency or individual authorized access by the Contracting Officer, or a designated representative, or as stated in this basic contract. The contractor shall notify the Contracting Officer or a designated representative of any inspection visit by an agent or agents of any regulatory agency upon the agency's arrival. The Contracting Officer or a designated representative will issue instructions on cooperating with the inspector(s). The contractor shall submit a written report to the Contracting Officer or a designated representative by close of business, or by the end of normal duty hours the workday following completion of the inspection or visit. The contractor shall include a copy of all reports received. Government personnel will not interfere with contractor performance.

33. Interface with Government operation. Performance of work by contractor personnel under the terms of this contract shall not interfere with regularly scheduled Government operational activities.

34. FRAUD, WASTE, AND ABUSE. The contractor shall be responsible for maintaining proper conduct and good discipline within contractor occupied work

area. Contractor personnel shall be encouraged to be alert to and report suspected situations of fraud, waste, and abuse, or other intentionally dishonest conduct against the Government observed during or in the performance of this contract.

35. Conservation of utilities. The contractor employees shall preclude waste of Government utilities by following procedures outlined in Fort Riley Regulation 11-1.

36. Fire protection. The contractor shall comply with the installation's and host organization's fire protection and fire prevention practices.

37. Occupational health & accident reporting. The contractor shall maintain an accurate record of accidents resulting in personal injury, occupational illness or death and accidents resulting in damage to Government property, supplies, and equipment. The contractor shall report accidents/illness/death within one business day to the Contracting Officer or designate.

38. Files. All records, files, documents, and working papers provided by the Government and/or generated by the contractor during performance of this contract become and remain Government property. All records shall be maintained IAW AR 25-400-2, Army Record Management Information System (ARIMS) and all other pertinent directives as supplemented. Records shall be disposed of only as authorized by the Government. All records may be subject to the Freedom of Information Act and/or Privacy Act of 1974. All reports, records, files, documents, contractor policies/operating instructions, and working papers shall be made available to the Contracting Officer, Contracting Officer's Representatives (COR), Defense Security Service (DSS) staff, and other authorized Government representatives during the performance of this contract. The contractor shall obtain Contracting Officer approval before releasing any information input or stored, generated, or archived related to this contract to the Contractor's corporate or other off-site offices, to other Government activities, agencies, or to other contractors or private parties. The contractor shall provide technical advice, attend Government meetings, and provide access to data generated by the contractor at the request of the Government.

39. Disclosure of information.

39.1. Performance under this contract may require the contractor to access data and information proprietary to a Government agency, another Government contractor, or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the Government or others. Neither the contractor, or contractor personnel, shall divulge nor release data or information developed or obtained under performance of this work statement, except to authorized Government personnel or upon written approval of the Contracting Officer. The contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as specified in this work statement.

1. Disclosure of information regarding operations and services of the activity to persons not entitled to receive it, or failure to safeguard any classified information that may come to the contractor (or any persons under the Contractor's control) in connection with work under this work statement, may subject the contractor, Contractor's agent, or employees to criminal liability under Title 18, Sections 793 and 798 of the United States Code. Neither the contractor nor the Contractor's employees shall disclose or cause to be disseminated, any information concerning the

operations of the activity which could result in, or increase the likelihood of, the possibility of a breach of the activities' security or interrupt the continuity of its operation.

2. All inquiries, comments, or complaints arising from all matters observed, experienced, or learned as a result of, or in connection with the performance of this contract, the resolution of which may require the dissemination of official information, will be directed to the Contracting Officer.

3. Inquiries received by the contractor related to work performed under this contract shall be referred to the Government for evaluation under the Freedom of Information Act of 1975, Public Law 93-502, 5 U.S.C., Section 552. The determination of whether records will be released will remain with the Government. The contractor shall be responsible for search and submission of records upon request by the Government.

4. The contractor shall not release any information (including photographs, files, public announcements, statements, denials, or confirmations) on any part of the subject matter of this contract or any phase of any program hereunder without the prior written approval of the Contracting Officer. The contractor shall not release information regarding individuals without prior authorization by the Contracting Officer. All documentation showing individuals' names or other personal information will be controlled and protected. The provisions of the Privacy Act of 1974, Public Law 93-579, 5 U.S.C., Section 552a, shall apply.

40. Marking proprietary information: All records, files, reports, and data deemed proprietary by the contractor shall be clearly marked accordingly. The Contracting Officer makes final determination of the appropriateness of proprietary claims by the contractor.

41. Media information: The contractor shall not, in the performance of this contract, provide any information for media release without the approval of the Installation Public Affairs Officer and consent of the Contracting Officer.

42. WIRELESS COMMUNICATIONS ITEMS/COMPUTERS (17 May 2007): The Contractor shall provide any pagers, cellular phones, telephones, PDAs it deems necessary for internal operations. The Contractor shall coordinate use of radios, with the Directorate of Information Management. Contractor owned hardware and software shall not be installed on Government furnished computers. The Contractor shall not use Government furnished computers for its own internal administrative purposes. The Contractor may provide any computers and laptops it deems necessary for its own internal administrative purposes; however, it is prohibited from being installed on any Army network. Only Government furnished/provided computers and laptops will be used in the performance of the PWS/SOW that requires connection to the Government's networks. The only exception is use of a Contractor-owned information system for ad hoc (one-time or infrequent) processing of unclassified information. This is only permitted with Contracting Officer or designate authorization and Government approval. The Contractor shall be restricted to certain frequencies compatible with Installation operations established by Directorate of Business Services - Information Management/Directorate of Information Management, as applicable. Contractor system must have a letter of accreditation with the following statement:

The laptop/desktop being used by _____ (Serial # _____), Computer Name _____, meets the minimum security baseline requirements and has all current IAVAs, hot fixes, security patches and latest AV. Scanning was performed on this machine on _____ with (Name of scanning tool _____) with the results of no vulnerabilities being found. If scanning was not provided prior to arrival at Fort Riley, scanning will be provided by DOIM prior to the machine connecting to the ArmyLandWarNet. This system was accredited by _____, date, POC.

43. Smoking. The contractor shall comply with federal directives, which establish uniform policies governing smoking in Department of Army facilities.

44. Government performance of service

a. If, for any reason, the contractor fails to perform any services covered by this contract, or should an emergency require performance of services beyond the capability of the contractor, the Government may, if the Contracting Officer determines that the mission at **Fort Riley, KS** is endangered, perform or supplement performance of such contract services with Government personnel. Such right accrues to the Government notwithstanding any other provision of this contract. Such performance shall not constitute a breach of contract by the Government or a termination by the Government within the meaning of FAR 52.249-**1, 2, 4, or 8 as applicable.**

b. If the Government performs services because of either the Contractor's failure to perform or an emergency, as provided in paragraph (a) above, the contractor shall permit the Government to use and operate such equipment as is necessary to perform the function. The Government's right to use contractor-owned or contractor-leased equipment shall cease in the event of termination pursuant to FAR 52.249-**1, 2, 4, or 8 as applicable.** During this period any contractor-owned or contractor-leased equipment used by the Government will be maintained by the Government.

c. No action taken under this section shall be construed as a waiver by the Government of any right whatsoever, to include but not limited to default, claim, offset, demand for performance, etc.

45. Emergency medical treatment: The Government will provide emergency medical care for contractor personnel injured on-the-job. Emergency care provided to contractor personnel will be for purposes of stabilization and preparation for transport and will be priced at the established Army rate. The contractor shall reimburse the Government for said services. Note: Do Not use Cell Phones to dial 911. Either use a land line or when using a cell phone dial 1-785-239-6767.

46. Hours of operation and Holidays:

a. Holidays observed will be stated on individual TOs when issued.

b. Federal Holidays may or may not be observed at all locations. In addition to the Federal Holidays, any other Presidential or Congressional imposed closures of Federal Government Offices in recognition of these special events or occasions may or may not be observed by the contractor employees, due to specific mission, and Government and/or contractor discretion. This does not apply to closures associated with continuing resolution authority (CRA) associated with the approval of the Federal Budget.

c. If observed by the schedule execution matrix, when a holiday falls on a Sunday the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

d. The contractor shall perform on the dates and at the times specified in each individual task order. The contractor shall consider normal performance to be an 8 hour workday conforming to the schedule execution matrix from Monday thru Saturday. Any Holidays or other days that the Government will not work on will be identified in each individual task order.

47. Invoicing: The contractor shall submit all invoices and supporting data, no more often than monthly, directly to the DFAS office identified on each task order. The contractor shall at the same time, copy furnish electronically (in PDF or MS compatible format) the activity point of contact (TPOC). The final payment for any affected CLIN shall not be invoiced until the period of performance for that CLIN is completed.

Please refer to the basic contract and specific task order number on all invoices (also all correspondence, shipping documents, shipping labels and shipping containers if applicable). Failure to follow this guidance **WILL DELAY YOUR PAYMENT**.

48. Proper invoice information requirements:

If the following information does not appear on your invoice, the pay station will return your invoice for correction and payment will be delayed.

Name and address of vendor or contractor.

Invoice date, invoice number, account number, and/or other identifying number agreed to by contract.

The Government contract number. Include the delivery order number if applicable.

Contract line item number (CLIN), description, price, quantity of goods and/or services rendered, unit of measure, unit price and extended price of the items delivered or services rendered.

Shipping information (unless mutually agreed that this information is only required in the contract). Include shipping number and date of shipment. If shipped on Government bill of lading, include the bill of lading number and weight of shipment.

Payment terms (unless mutually agreed that this information is only required in the contract) Terms of any discount for prompt payment offered.

Contact name, title and telephone number to notify in event of defective invoice.

Other substantiating documentation or information required by the contract.

You must be registered in the Central Contractor Registration (CCR) database and registration must be kept current. This information for submission of a

proper invoice can be found at FAR clause 52.212-4 and the following web site:
http://www.access.gpo.gov/nara/cfr/waisidx_01/5cfr1315_01.html

49. Vendor Pay information: 31 October 2006

a. Any vendor wishing to check the status of invoices submitted for payment to DFAS may do so via the World Wide Web at its site "MyInvoice" located at <https://myinvoice.csd.disa.mil/> . The use of this service requires contractor registration, a contract number, a delivery order number (if applicable) and an invoice number.

b. Other Vendor Pay inquiries may also be made at the appropriate DFAS toll free customer service telephone number.

- o Indianapolis, IN
 - o FAX 1-877-701-5069
 - o Customer Service 1-888-332-7366
- o Rome, NY
 - o FAX 1-877-575-3332
 - o Customer Service 1-800-553-0527

50. Delivery Special Information and Instructions: 23 October 2006

At the present time and until further notice, ALL delivery trucks shall enter Fort Riley, KS through the 12th Street entrance into Camp Funston. Access to the 12th Street gate is from KS Highway 18, North of the Kansas River bridge. If traveling on I-70, 12th Street is accessible from I-70 Exit 303, then proceeding North on K 18. All Drivers and passengers must be prepared to present a valid Driver's License/photo ID, current vehicle registration, and proof of insurance.

The 12th Street Gate hours of operation as of 1 November 2006 are 5 AM through 2 PM, Monday through Friday. Time is subject to change, subject to government requirements and operational concerns.

For security reasons, the bill of lading shall have the name and phone number of the Fort Riley delivery point of contact. This includes the bill of lading presented by third party and subsequent shippers. The Fort Riley Provost Marshall Office retains the right to refuse entry to Fort Riley. Refusal of entry shall not relieve the prime contracted vendor from their responsibility to deliver as agreed to; neither shall there be any additional cost levied to the Government resulting from refused entry.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAY-2007 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0002	POP 01-MAY-2007 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0003	POP 01-MAY-2007 TO 30-SEP-2007	N/A	N/A FOB: Destination	
1001	POP 01-OCT-2007 TO 31-MAR-2008	N/A	N/A FOB: Destination	
1002	POP 01-OCT-2007 TO 31-MAR-2008	N/A	N/A FOB: Destination	
1003	POP 01-OCT-2007 TO 31-MAR-2008	N/A	N/A FOB: Destination	
1004	POP 01-OCT-2007 TO 31-OCT-2007	N/A	N/A FOB: Destination	
2001	POP 01-APR-2008 TO 30-SEP-2008	N/A	N/A FOB: Destination	
2002	POP 01-APR-2008 TO 30-SEP-2008	N/A	N/A FOB: Destination	
2003	POP 01-DEC-2007 TO 31-JAN-2008	N/A	N/A FOB: Destination	

2004	POP 01-OCT-2008 TO 31-OCT-2008	N/A	N/A FOB: Destination
3001	POP 01-OCT-2008 TO 31-MAR-2009	N/A	N/A FOB: Destination
3002	POP 01-OCT-2008 TO 31-MAR-2009	N/A	N/A FOB: Destination
3003	POP 01-OCT-2008 TO 31-MAR-2009	N/A	N/A FOB: Destination
3004	POP 01-APR-2009 TO 30-APR-2009	N/A	N/A FOB: Destination

DELIVERABLES**ACCEPTANCE TIME:**

1. Government has 15 days to accept services after receipt of invoice.

ADDITIONAL DELIVERABLES:

1. Plans; see SOW 5.1.1. and 5.1.2.; frequency- initial and as needed thereafter.
2. AAR (after action review) report; see SOW 4.2.7. and 5.2.3.; frequency- each class session.
3. Student handout materials; see SOW 5.9.; frequency- each class session
4. Employee List and list changes; frequency- initial and as needed thereafter.

CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.212-1	Instructions to Offerors--Commercial Items	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.216-21 Alt I	Requirements (Oct 1995) - Alternate I	APR 1984
52.217-5	Evaluation Of Options	JUL 1990
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.227-17	Rights In Data-Special Works	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price

Technical capability of the service offered and the resume of the lead instructor to assure meeting the Government requirement.

Past Performance

Technical and past performance, when combined, are Approximately equal to cost or price

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)
ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million
☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million
☐ 251 - 500 ☐ \$3,500,001 - \$5 million
☐ 501 - 750 ☐ \$5,000,001 - \$10 million
☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million
☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

☐ Black American.

____Hispanic American.

____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
 Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end products, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii)) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:
Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

XX (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

XX (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XX (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a [Single Award, Simplified, Commercial, ID/IQ Requirements](#) contract resulting from this solicitation.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict

between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$To be Determined (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$TBD (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of \$TBD (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor **no later than 10 Days prior to the end of the performance period.** (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days (insert

the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 Months.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://farsite.hill.af.mil/vffara.htm>

DFAR: <http://farsite.hill.af.mil/VFDFARA.HTM>

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) ___ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- (3) ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- (4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) ___ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
- (6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) XX 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) XX 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2006) of 252.225-7036.
- (13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) ___ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- (18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) XX 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) _____ through _____ are incrementally funded. For these item(s), the sum of \$ _____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least _____ days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the

parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$--

(month) (day), (year) \$----

(month) (day), (year) \$----

(month) (day), (year) \$----

(End of clause)

5152.233-9000 Army Contracting Agency Executive Level Agency Protest Program. (APR 2004)

(a) This contract is eligible for the HQ, Army Contracting Agency (ACA) Executive-Level Agency Protest (ELAP) program, as an alternative to the usual provisions applicable for Agency protests under FAR 33.103. An ELAP is a "PROTEST TO THE AGENCY," within the meaning of FAR 33.103. The ELAP is intended to encourage interested parties to seek resolution of their concerns within ACA, rather than filing a protest with

the General Accounting Office (GAO) or other external forum. After an interested party files an ELAP protest on an ACA procurement to HQ, ACA and while that protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the ACA ELAP protest, the ACA, ELAP protest will be dismissed. A party wishing to file an agency protest may either file a normal agency protest where the resolution is made at the contracting officer's level; or, in the alternative, file an ELAP protest, where resolution is made at HQ, ACA.

(b) An interested party may file a written protest to the Agency under the Executive-Level Agency Protest program for contract solicitations arising and performed within the continental United States. Such Executive-Level Agency protests are limited to objections to any of the following:

(1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.

(2) The cancellation of the solicitation or other request.

(3) An award or proposed award of the contract.

(4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) *Voluntary Automatic Stay*. This clause describes the circumstances under which the ACA voluntarily agrees to stay performance of a contract in consideration of a decision by an interested party to file an Army Contracting Agency (ACA) Executive Level Agency Protest (ELAP), as permitted by FAR 33.103(f)(4).

(1) In a standard post-award agency protest, the agency must not proceed with contract performance, pending resolution of the protest. This is known as an "automatic stay" and it mirrors the stay required under a timely post-award protest to the General Accounting Office (GAO) under 31 U.S. Code 3553(c) and FAR 33.104(c) (a "Competition in Contracting Act (CICA) Stay"). However, if the agency determines that performance must proceed, based upon the criteria set forth in FAR 33.103(f)(1), the automatic stay may be overridden. This is known as an automatic stay "override."

(2) The CICA stay applies only if the GAO protest is filed within 10 days from notice of award, or within 5 days of a required debriefing. A firm may file an agency protest and, if it is dissatisfied with the agency's protest decision, may wish to file a follow-on GAO protest. Under normal circumstances, a protester that goes to the GAO after receiving an adverse agency decision will find that the GAO may take jurisdiction and actually render a recommendation, but that the CICA Stay no longer applies.

(3) The ACA voluntarily agrees to stay performance of a contract when an interested party files a timely protest under the ELAP Program. Should the interested party disagree with the ACA's resolution of an ELAP protest, it may utilize another protest forum without prejudice. The ELAP Voluntary Automatic Stay extends the protester's right to preserve the status quo pending resolution of all protests with respect to a particular contract action. In return for the protester's initially filing its protest as an ELAP instead of with the GAO, the contracting officer agrees that, if the protester ultimately disagrees with the ELAP decision and files a GAO protest, the agency will agree not to proceed with performance just as it would have done if the protester had filed its protest with the GAO right from the start. This means that in an ELAP protest, the agency may override the stay under the same standards and circumstances as would have applied if the protest had originally been filed with the GAO. Nothing in this clause adversely affects an interested party's rights to protest a contract action to the GAO, or to seek other relief related to the action.

(d) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (g) of this clause for resolution of protests, or, with the ACA Chief Counsel at HQ, ACA at, 5109 Leesburg Pike, Suite 302, Falls Church, VA 22041-3201.

(e) For the purpose of filing an ELAP protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. The ACA Chief Counsel is the ELAP Protest Decision Authority.

(f) An ELAP protest must include the protester's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of contracting officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an ACA Executive-Level Agency Protest.

(g) Executive-Level Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **the Army Contracting Agency (Directorate Of Contracting); attn: Julie Bowell; 7410 Apennines Dr.; Fort Riley, KS 66442.** *[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]*

ATTACHMENTS/ENCLOSURES

51. ENCLOSURES

1. Sample Schedule Execution Matrix
2. COIN Academy Material/Slides
3. Notes to Bid Schedule
4. Past Performance Questions
5. FAR 52.212-3 Commercial Certs. and Reps.
6. DFAR 252.212-7000 Commercial Certs. and Reps.

REFERENCES.

1. Field Manual 3-24 *Counterinsurgency Operations*
2. *Counterinsurgency Handbook*, Counterinsurgency Center for Excellence, 1st edition, May 2006

INSTRUCTIONS TO OFFERORS

53. Instructions, conditions, and notices to offerors or respondents: The solicitation provisions and other information and instructions not required elsewhere to guide offerors in preparing their quotes.

(A) Administrative: Submittals shall be in a Micro Soft Office compatible form.

(A)(1) To request the enclosures, send an e-mail request to gary.r.parker@us.army.mil citing the solicitation number, company name, CAGE code, point of contact name, e-mail, and phone number. For those that prefer FAX, so state and include the FAX number to send to.

(B) Comply with FAR provision 52.212-1 Instructions to Offerors-Commercial Items part (b). (<http://farsite.hill.af.mil/vffara.htm>) and draft under your company letterhead a submittal by following the provision completely. Perform in accordance with the following to satisfy the requirements of the specific provision items listed below.

(6) Price and Discount terms; fill out and return the bid schedule (see CLIN tables and Para. (C) below) and the notes to bid schedule (enclosure 3).

(8) Complete and return Representations and certifications (enclosure 5); In addition, complete and return DFAR 252.212-7000 (enclosure 6).

(10) Past Performance Information; Fill out and return the form included as enclosure 4.

(d) Product Samples; is N/A and can be skipped.

(e) Multiple Offers; is N/A for this solicitation. Submit only one quote and supporting data package.

(h) Multiple Awards; is N/A for this solicitation. It has been determined that a multiple award is not in Government's best interest for this requirement.

(i) Documents; is N/A for this solicitation.

(k) In addition to the required information, state if you are a small or small disadvantaged business under the NAICS code for this procurement.

IMPORTANT NOTE: If the company/corporation is not registered for this NAICS code in the CCR and its related small business on-line data systems, it is required that the company/corporation registers prior to returning this submittal package.

(l) Debriefing; no debriefing will be performed for this solicitation.

(C) Bid Schedule:

1. Government desires a Lead Instructor to be on-site and available for performance on a full-time basis (full time is 6 day work week with 8 hour work day). Price CLIN 0001 as your totally loaded/fully burdened firm fixed price to provide a full-time Lead Instructor per month.
2. Government past history with this class indicates that three, eight hour contact class days are sufficient to complete the instruction and exercises for Advanced COIN Training. One, eight hour contact class day is sufficient to complete the instruction and exercises for Basic COIN Training. Price CLIN 0002 and 0003 as your totally loaded/burdened firm fixed-price to instruct the described class per each additional Instructor employee.

3. For CLINs 1001 thru 3003, do the same as above for the options and build in any inflationary or escalated rates that are not Service Contract Act (SCA) affected wages. Fill in the amounts in the appropriate sections.
4. For CLIN 1004, 2004, and 3004 (see Para. 7), the Army estimates that for the most complex service contracts known, no more than 20 man-hours are required to build the data entry template in any vendors computer system to comply with this requirement. The template only needs to be built once, and then it is applicable to all Manpower reporting requirements for any contract from then on. Alternate methods of reporting also exist. List your one each price for manpower reporting in the CLIN's price blocks.
5. Submit the completed form (CLIN section of this solicitation) electronically with the quote package.

(D) Service Contract Act Compliance: When requested, the US Dept. of Labor declined to offer a wage determination for the positions described in the statement of work. Vendors may search on the Internet at <http://www.wdol.gov/sca.aspx#0> using Kansas as the state and Geary + Riley as the counties, to read wage determination number 05-2213 REV (03) found at <http://www.wdol.gov/sca.aspx#8>, which may or may not be an active link accessible to potential vendors. Vendors shall structure their own quoted wage and title per labor category for this solicitation. If awarded, the awardee shall perform the conformance actions described at the bottom of Wage determination number 05-2213 REV (03) after award. Vendors may also use the Service Contract Act Directory of Occupations, 5th Edition and the other references located at <http://www.dol.gov/esa/whd/contracts/sca.htm#guide> and any other references (i.e. applicable wage determinations from similar labor markets) to construct their basic wage/salary rates for personnel.

(E) Page 1: Fill out page 1 of this solicitation where indicated and return page 1 as part of the quote package.

(F) Technical: Draft an additional page/s titled Technical.

(F)1. Mobilization: Under a heading titled "Mobilization",

1. Indicate the time required for the offeror to be able to start their initial performance at Fort Riley after receipt of the initial task order. Offeror shall use the form of award+ (e.g. award+15 days) in lieu of a calendar date.
2. Indicate the time required for the offeror to be able to start a subsequent class instruction performance after a task order is awarded that requires additional instructors. Offeror shall use the form of award+ (e.g. award+15 days) in lieu of a calendar date. See also Para. 54 at 4.

(F)2. Performance: Under a heading titled "Performance", construct a brief narrative review of the stated requirement and the vendor's concept/plan of implementation and performance.

(F)2.1. Adaptability: Construct a brief narrative of the vendor's concept/plan of implementation, capability, and capacity for adaptability/flexibility relevant to the stated requirements.

(F)3. Recommendations: Under a heading titled "Recommendations" construct a brief narrative of vendor's procedures to identify, generate, enhance, implement, and check recommendations: 1) for course improvement 2) from input of lessons learned in theatre 3) cost growth mitigating alternatives applicable to the supplied performance, requirements, and Government property.

(F)4. Instructor Qualifications: Under a heading titled "Instructor Qualifications" construct a brief narrative and/or graphical representation that states/shows the vendor's criteria, order of importance, and process for selecting qualified personnel that will be used in fulfilling the requirements of the contract.

(F)5. Resume: Attach the resume and a relevant performance evaluation (or relevant recommendation/commendation) of the Lead Instructor candidate. (see section Para. 54 at 3.2.)

(F)6. Security Clearances: Attach the facility security clearance and list of key corporate people holding a secret or higher level clearance. Attach security clearance of planned lead/PM personnel. (see Para. 24 & 26)

(G) Pricing: Offeror's fully burdened/loaded Lead Instructor and per class session labor prices shall also contain all of the vendor's direct, indirect, travel, per-diem, and other cost consideration factors (e.g. G&A, overhead, R&D, etc.).

(H) Schedule: A sample schedule is provided as enclosure 1. This is based on the best known information at this time. The Government estimated average sessions of advanced COIN (session is defined as one instructor per approximately 12 students for three consecutive class days) for additional instructors are 1 per month with a variance of -1 to +1 (only six months of data history used). The Government estimated average sessions of basic COIN (session is defined as one instructor per approximately 50 students for one class day) for additional instructors are 2 per month with a variance of -2 to +1 (only six months of data history used). Note that the data sample dates overlap on some occasions. The estimate for the additional instructor session quantity assumes the Lead Instructor is assigned first and the additional instructor/s are assigned where the schedule conflicts. Sunday is assumed to be the sole day off and no Holidays were observed during the period. This number is used to state the estimated quantity ea. of additional Instructor sessions for the solicitation quote bid schedule. The actual need for additional instructors could vary widely from the estimate as the conflict is often just 1 day. The actual number of additional sessions required, by type, will be specified in each task order.

EVALUATION FACTORS

54. Evaluation factors for award.

1. As stated in FAR 52.212-2—Evaluation—Commercial Items, the Government will award a contract resulting from this solicitation to the responsive and responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price

Technical capability of the service offered and the resume of the lead instructor to assure meeting the Government requirement.

Past Performance

Technical and past performance, when combined, are Approximately equal to cost or price

1.1. This is a lowest priced, technically acceptable selection process.

1.2. Award will be made without discussions.

1.3. Options: The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

1.4. Past Performance: Evaluation will use the submitted past performance questionnaire and information available in other data bases.

1.5. Notice of award or acceptance of an offer: A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

2. Price Computation: The prices quoted for all CLINs will be added. The result will be listed as the vendor's evaluation total price. The evaluation total price will also be stated in any notification of award correspondence on the GPE or with other offerors.

3. Technical: The vendor's technical submission will be evaluated to determine if the vendor's vision of the project, internal procedures/processes, capacities, capabilities, and controls are sufficient to meet Government's performance expectations. The lead instructor candidate's resume will be evaluated to determine if Government's required/preferred experience and skill elements/factors are met.

3.1. Technical evaluation sub factors;

1. Vendor response to solicitation's performance/process criteria.
2. Vendor narrative describing their adaptability response to the solicitation's performance/process criteria.
3. Vendor narrative describing their recommendations response.
4. Vendor response describing/showing their instructor selection process relative to the solicitation criteria.
5. Vendor facility security clearance and individual clearances will be evaluated for currency and type.

3.2. Resume evaluation sub factors;

1. Experience
 - a. Relevant to defense or Government COIN operations.
 - b. Recency and Extent of the amount of time performing counterinsurgency relevant functions.
 - c. Success of performing counterinsurgency relevant functions reinforced by recommendation/commendation or performance evaluation from a supervisor and/or rating official.
2. Instructor experience/qualifications
 - a. Instruction capability experience/qualifier.
 - b. Specialty (subject matter) experience/qualifier.

4. Mobilization: The quantity of days stated for both Para. 53 (F)1.1. and 2. will be evaluated against the Government's minimum requirement.

5.1. Responsive: In order to be considered responsive, the offeror:

1. shall be currently registered in CCR, <http://www.ccr.gov>
2. CCR web page shall contain this solicitation NAICS code (as well as the small business web page at http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm if applicable)
3. shall be current and complete in the ORCA database, <https://orca.bpn.gov/search/publicsearch.aspx>
4. shall not be in the excluded parties list, <http://www.epls.gov>
5. submitted a complete quote package prior to the cutoff for receipt of quotes,
6. did not qualify the terms and conditions of the solicitation in the submitted quote package and,
7. complied with the instructions of the solicitation.

5.2. Non-responsive quotes will not be fully evaluated and they will not be considered for award.